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HOOVER *et al.* *v.* SAUNDERS.

Jan. 18, 1906.

[52 S. E. 657.]

1. Statutes—Construction—Giving Effect to Entire Statute.—A statute must be construed so as to make all its parts harmonize, if practicable, and give a sensible effect to each.

2. Exceptions, Bill of—Time for Signing—Expiration of Term.—Code 1904, § 3385, providing that any bill of exceptions may be signed by the judge "either during the term at which the opinion of the court is announced, to which exception is taken, or in vacation, within 30 days after the end of such term," gives the court power to retain the case, for the purpose of signing bill of exception, during the vacation immediately following the term at which the opinion excepted to is announced, and for 30 days after the adjournment of such term, if the vacation should last that long; but the beginning of the new term, although within the 30 days, puts an end to the court's jurisdiction for that purpose and it cannot afterwards be resumed.

Error to Corporation Court of Newport News.

Action by A. F. Saunders against W. B. Hoover and another. From a judgment for plaintiff, defendants bring error. Dismissed.

O. D. Batchelor and *W. R. Perkins*, for plaintiffs in error.
Jeffries & Lawless, for defendant in error.

HARRISON, J. We are met at the threshold of this case with a question of jurisdiction.

The term of the corporation court of the city of Newport News, at which the final judgment complained of was rendered, adjourned on December 10, 1904. At that term certain exceptions were taken to the opinions of the court. The next succeeding term of the court began its session on December 12, 1904. The bills of exception, which were taken during the term at which the judgment was rendered, were not signed until January 7, 1905, which was during the vacation following the last-mentioned term, which began on the 12th day of the preceding December.

Formerly, after the judgment became final by the adjournment of the court, jurisdiction over the case was lost, and with it the power of the court to sign the bills of exception. This rule was

changed by statute approved December 31, 1903, which, so far as necessary to be quoted, is as follows:

"Any bill of exceptions may be tendered to the judge, and signed by him, either during the term at which the opinion of the court is announced, to which exception is taken, or in vacation, within thirty days after the end of such term, or at such other time as the parties, by consent entered of record, may agree upon, and any bill of exceptions so tendered, and signed by the judge as aforesaid, either in term time or vacation, shall be a part of the record of the case." Va. Code 1904, § 3385.

The plaintiff in error insists that the power to sign the bills of exception is not limited to the period of the vacation immediately following the term at which the final judgment was rendered, but it is by the terms of the statute extended to a period of 30 days after the end of such term. This construction would eliminate from the statute entirely the words, "in vacation," and make it read, "any bill of exceptions may be tendered to the judge, and signed by him, either during the term or within 30 days after the end of such term," etc.

If the Legislature had intended that the exceptant should have 30 days after the adjournment of the term at which the final judgment was rendered in which to have his bills of exception signed, although the vacation following such term did not last for 30 days, its purpose could have been easily accomplished, as already seen, by omitting from the statute the words "in vacation." Upon well-settled principles we are not at liberty to deal with the statute in the manner indicated. It is a familiar canon of construction that every part of an act must be given effect if it be possible. A statute must be viewed in connection with the whole, so as to make all of its parts harmonize, if practicable, and give a sensible, intelligent effect to each. It is not to be presumed that the Legislature intended any part of a statute to be without meaning. On the contrary, the presumption is, as well on the ground of good faith as on the ground that the Legislature would not do a vain thing, that it intends its acts and every part of them to be valid and capable of being carried into effect. Sutherland on Stat. Constr. §§ 325-331; Dwarris on Stat. Constr. pp. 188, 189, 271; Fox's *Adm'rs v. Com.*, 16 Grat. 1; *Life Ins. Co. v. Cogbill*, 30 Grat. 72-81.

It is clear from the statute that, when the term has ended at which the final judgment was rendered without the bills of exception being signed, such bills cannot then be signed, except in vacation. This is imperative. The language of the statute is, "Either during the term at which the opinion of the court is announced, to which exception is taken, or in vacation, within 30 days after the end of such term." The words "such term" clearly refer to the term at which the opinion was announced. Under the statute there are two limitations upon the time in which the bills of exception can be signed: First, it must be in vacation; and, second, it must be not later than 30 days after the adjournment of the term at which the opinion excepted to was announced. With most of our courts the vacations last longer than 30 days, and the purpose of the Legislature evidently was, where that was the case, to limit the time to 30 days, but in every case to limit the time in which bills of exception could be signed to the vacation following the term at which the final judgment was rendered.

The plaintiff in error seems to concede that the bills of exception can only be signed in vacation, after the adjournment of the term at which the opinion excepted to was announced, but contends that, inasmuch as the signing in this case was within the 30-day limit, the requirement of the statute is met, notwithstanding the fact that the signing was done during the vacation following the second term, which began December 12, 1904.

If this position were sound, the judge could, under the statute, notwithstanding the intervention of another term, sign the bill of exceptions during the vacation following such second term, or following any succeeding term, until 30 days had elapsed. As said by the learned counsel for the defendant in error, the court, as in this case, would have jurisdiction to sign the bills of exception for the first 4 or 5 days after it adjourned, then lose that jurisdiction during the succeeding term, and then, by the adjournment of that term, regain its jurisdiction, have the case again in its breast, with the power to sign bills of exception restored, for the next 5 or 6 days, then lose jurisdiction again when another term began, and so on from term to term until 30 days had been accomplished. It can hardly be supposed that the Leg-

islature intended such a result, or intended to suspend the benefits of the judgments thus indefinitely, while the judgment debtor was dallying with the question whether or not he would perfect his bills of exception.

We are of opinion that the statute gives the court power to retain the case for the purpose of signing bills of exception during the vacation immediately following the term at which the opinion excepted to was announced, and for 30 days after the adjournment of such term, if the vacation should last that long, but that the beginning of a new term although within the 30 days, puts an end to the court's jurisdiction for that purpose, and it cannot afterwards be resumed.

It follows from what has been said that the corporation court of the city of Newport News was without jurisdiction to sign the bills of exception in this case after entering upon the new term which began December 12, 1904. The bills of exception are, therefore, not properly a part of the record before us, and for this reason the writ of error must be dismissed as improvidently awarded.

Note.—The point decided in this case is of utmost importance to the practitioner, and, while clearly right, illustrates the necessity of the close study of all statutes in reference to pleading and practice. The effect of the decision is that if an exception has been taken to the ruling of a court, but no bill of exceptions has been prepared during the term of court at which the opinion of the court is announced, the exceptant ordinarily has thirty (30) days after the end of such term within which to tender a bill of exceptions; but if another term begins within the thirty (30) days, he must tender his bill of exceptions before the beginning of the term.

Independent of statute, it was the unbending rule to present the bill for settlement and signing either during the trial or after the trial and during the term; if it was signed at the end of the term it was disregarded in the appellate court, although signed pursuant to a previous order allowing it: *Page v. Clopton*, 30 Gratt. 415; *Winston v. Giles*, 27 Gratt. 530, 535. See also, *Danville Bank v. Waddill*, 31 Gratt. 469; *Peery v. Peery*, 26 Gratt. 320; *Powell v. Tarry*, 77 Va. 250; *Hudgins v. Simon*, 94 Va. 659; *Va. Development Co. v. The Richmond Patch Iron Co.* 98 Va. 700, 6 Va. Law Reg. 549; *Moses v. Cromwell*, 78 Va. 671; *Hudgins v. Simon*, 94 Va. 657.

As the policy of the law has been to restrict the time within which to allow a bill of exceptions to be filed, a statute which enlarges the remedy would have to be construed, as the court says, so as to give effect to every part thereof. And the opinion of the court is clearly right; the only doubt that arises in regard thereto would be under the following state of facts: Suppose that the second term ended within thirty days after the conclusion of the first term, and the bill

of exceptions is tendered in the second vacation, but within thirty days after the ending of the first term,—would that not comply with the statute?

It was evidently the object of the Legislature to allow the bill of exceptions to be tendered within thirty days after the end of the term, and the insertion of the words "in vacation," while not intended to effect this rule, did defeat the object probably in the mind of the draughtsman of the act. The statute should be amended by cutting out these words; for even if the thirty days run into the next term, there is no reason why the bill of exceptions should not be signed in term as well as in vacation.

C. B. G.